ANSWERS

TO THE

PROTESTS

OF

MESSRS. FLETCHER, MOFFATT,
GREGORY, AND MANSHIP.

TOGETHER WITH

ANSWERS

TO THE

PROTEST

OF

MR. NATHANIEL SMITH,

UPON

THE RESOLUTION

THAT

MR. BENFIELD

SHOULD RETURN TO HIS STATION.

ANSWERS, &c.

MR. PAUL BENFIELD reſided, fourteen years, in India, in the ſtation of one of the Company's civil ſervants; and having engaged deeply in foreign trade, both of export and import, his very extenſive dealings procured him a large credit and a greater money reſource, than, perhaps, any other European, in that country, ever poſſeſſed. Having never been employed in any executive office, and, conſequently, having no political influence in the ſettlement, whatever fortune he may have acquired, aroſe ſolely from his own induſtry and knowledge in commerce. This, however, could not protect him from miſrepreſentations at home; he was recalled from Fort St. George, as it was ſaid, "that the late diſſentions in Council, which "brought on the troubles at Madras, took their riſe from his claims on the "Tanjore country." Mr. Benfield, ſoon after his arrival in England, applied to the Court of Directors for an examination of his conduct: Accordingly his caſe was elaborately and minutely examined by the Committee of Correſpondence, and moſt amply reported upon; and the report was deliberately confirmed by the Court of Directors. His requeſt to be again employed, was duly agitated and conſidered by the Committee of Correſpondence, and reſolved in the affirmative, *five* to *one*. The report of the Committee was again agitated, and warmly debated in the Court of Directors. Theſe debates further enlarged the ground of examination. The Company's records were ranſacked for criminating matter, and the reſult was, that a majority of the Court voted Mr. Benfield eligible to be again employed in the ſervice of the Company.

A few Directors, however, have proteſted againſt the deciſion of the Court, and have given, in their proteſt, the reaſons, by which they have been induced to take ſo ſtrong a ſtep. To examine this proteſt, is the deſign of this paper. To avoid all appearance of partiality, the words of the Proteſt are printed in

one column, and the anſwers, chiefly extracted from the records of the Company, are placed in the oppoſite column. The writer has only to obſerve, that though the facts ſtated here may appear more than ſufficient to refute the allegations of the Proteſt, they comprehend but a ſmall part of what may be advanced in vindication of Mr. Benfield's conduct.

PROTEST.

To the Honourable the COURT *of* DIRECTORS, *for the Affairs of the United Company of Merchants of* England, *trading to the* Eaſt-Indies.

GENTLEMEN,

OUR duty obliges us to enter our diſſent againſt your Reſolution of the 14th inſtant, for reſtoring Mr. Paul Benfield to his rank in the Company's ſervice.

BECAUSE, notwithſtanding your Reſolution of the 2d of Auguſt laſt, we do conſider, that the diſſenſions in Council, which brought on the troubles at Madras in 1776, took their

ANSWERS.

The proteſting Directors have not ſtated why they think Mr. Benfield's claims were the cauſe of the troubles at Madras. It is therefore preſumed, that the Report of the Committee of Correſpondence, who repeatedly examined this point with much labour and minute exactneſs, will have due weight with the Proprietors.

The

PROTEST.

rise from Mr. Benfield's claims on Tanjore.

ANSWERS.

The Court of Directors have declared, "that the "records of Fort St. George afford no proof that "the dissentions in Council, which brought on the "troubles at Madras, took their rise from the claims "of Mr. Benfield."

Report, 26th of July, 178. Confirmation by the Court of Directors, Aug. 2, 178.

Lord Mansfield, in his charge to the Jury, in the case of the King against Stratton, and others, observes, "Then there is another point suggested to "your consideration, and that is, that in taking up "the claims of Benfield there was a fellow-feeling, "that the majority must have some common inter- "est,---*But there is no evidence as to this point.*"

Report, *ubi supra.*

Printed Charge to the Jury.

In the solemn opinion of the whole Court of King's Bench, in giving judgment in that case, are the following words: "One of the reasons assigned "for the conduct of the defendants was, that they "were influenced by corruption from the Nabob, "or Benfield. The dispute about Benfield's claims "was closed two months before these acts of the "defendants;" *i. e.* the actual dissentions in Council. "On the third of June, 1776, it was resolved "in consultation, to reconsider those claims, on the "13th, the former resolves were rescinded, on the "17th, the explanatory minute was entered, and "here the matter rested.---*We think these circum-* "*stances ought to be laid out of the case.*"

Printed Judgment of the Court of King's Bench.

The affidavits of Messrs. Stratton, Brooke, Floyer, Mackay, and Mr. Benfield, are noticed by Lord Mansfield. His Lordship says, "Words cannot "convey a stronger denial; but the *evidentia rei* is "stronger still; for if these were their motives, "(*i. e.* corruption and a connection with Mr. Ben-

Affidavit, Feb. 20, 1780.

Ld. Mansfield's Charge to the Jury.

PROTEST. ANSWERS.

" field,) can it be ſuppoſed, that from the moment " they got the power, they would omit to take any " ſteps to compleat their object?"

In the papers publiſhed by the Company, it will be ſeen on every page, that the military authority claimed by the Governor; Lord Pigot's journey to Tanjore; the appointment of Colonel Stuart; and the ſuſpenſion of two Members of the Council, were the real cauſes of the diſſentions at Madras, and not the claims of Mr. Benfield, which were, perhaps, the only ſubject before the Council debated upon, and " finally cloſed without the ſmalleſt ſymptom " of *intemperate warmth*."

Report of Committee of Correſpondence, July 26, 1780, Confirmed by the Court of Directors, Aug. 2, 1780. Vide Papers publiſhed by the Court of Directors, in 1777, &c. &c.

But admitting that the diſſentions at Madras took their riſe from Mr. Benfield's claims, it does not follow that Mr. Benfield *ought* to be puniſhed. If his Judges diſagree and quarrel, upon the ſubject of any claim that he brings before them, does it follow that he is to be puniſhed, becauſe *they* have quarrelled?

BECAUSE, we conſider it contrary to the Company's Orders, the permitting their ſervants to lend money to the Country Powers, and which Orders were proclaimed at Fort St. George, the 6th of November, 1769, from the ſtanding Orders of the Company of 1714; *and*

1. The opinions of Lord Loughborough, Mr. Dunning, Mr. Macdonald, and Mr. Hargrave, it is preſumed, will have as much weight with the Proprietors, as thoſe of Meſſrs. Fletcher, Moffatt, Gregory, and Manſhip, in which they all agree, that the loans of money, ſuch as Mr. Benfield's were, at at an intereſt of *ten per cent.* are *not* contrary to the orders of the Company. The words of thoſe eminent lawyers are in point.

Lord Loughborough ſays, " As Mr. Benfield's " loans had the ſanction of the ſervants of the Com- " pany

Printed Opinion, April 10, 1780.

PROTEST.

we apprehend that Mr. Benfield conſidered the lending money to the Country Powers in the ſame light, by his letter dated the 3d of September, 1773, and which appears on the Fort St. George Military Proceedings of the 6th of that month, in which letter Mr. Benfield gives reaſons for his not accepting his ſervants bills, and the Court of Directors approve of his conduct upon that occaſion in the 53d paragraph of their general letter to Fort St. George, dated the 12th of April, 1775.

ANSWERS.

" pany abroad, and were not diſapproved at home,
" I do not ſee upon what ground he could be ſuſ-
" pended from the ſervice, for aſſerting a claim to
" a ſpecific ſecurity aſſigned for the payment of theſe
" loans."

Mr. Dunning ſays, " As between Mr. Benfield
" and the Nabob there can be no doubt of the juſ-
" tice of his claim to be repaid, the money he ad-
" vanced at the Nabob's requeſt, and upon his cre-
" dit; nothing appears in what is ſtated, *or in what*
" *I have ſeen elſewhere*, of the nature or effect of
" thoſe claims, to warrant, in my opinion, the ſuſ-
" penſion of Mr. Benfield from the Company's ſer-
" vice."

Printed Opinion, March 29, 1780.

Mr. Macdonald concludes his opinion with theſe remarkable words: " If Mr. Benfield's ſuſpenſion
" ſhould be confirmed, it will imply that the Court
" of Directors are of opinion, that aſſertions found-
" ed on conjecture, are more intitled to the credit,
" than the oaths, of all thoſe who ſwear the re-
" verſe."

Printed Opinion, April 4, 1780.

Mr. Hargrave ſays: " Beſides the orders here
" ſtated, the papers publiſhed by the Directors when
" the late revolution at Madras was taken into con-
" ſideration, refer to an injunction againſt loans to
" the country powers, dated the 27th of October,
" 1714. But it ſeems to me, that this injunction,
" if not dormant before, was impliedly repealed by
" the orders in 1766 and 1769, which limit the rate
" of intereſt to 10 per cent. both of them mention-
" ing loans to the Nabob. I obſerve that the Go-
" vernor and Council of Madras, in May 1769, de-
" clared

Mr. Hargrave's Opinion, March 19, 1780.

PROTEST. ANSWERS.

" clared the order of 1714 to be unrevoked and in
" full vigour. What effect this ought to have on
" Mr. Benfield's caſe, I cannot abſolutely judge
" without further information; but as it now ſtrikes
" me, the Governor and Council were not warranted
" to make any ſuch declaration."

2. It is true the Order of the Company, in the year 1714, prohibits loans to Country Powers; but that order is not in exiſtence. It is repealed, not only by *non uſer*, for more than half a century, but by the regulations in the year 1766, which prohibit all loans to the Nabob, at a larger intereſt than *ten* per cent. That every Proprietor may judge for himſelf, the following Extracts from the Company's Orders are inſerted: Rous's Appen. No. XXX.

Extract from the Court of Directors Letter, 17th May, 1766.

" HAVING reaſon to believe that many of our
" ſervants have received preſents or gratuities, from
" the Nabob, his Miniſters, or others, in a colluſive
" manner, by way of exorbitant intereſt, or monies
" lent, or ſaid to be lent by them, to our ſervants;
" in order therefore to put a ſtop to ſuch extortions
" and exactions, (for in that light we ſee them) we
" hereby order and direct, that in future, if any of
" our ſervants, directly or indirectly, demand, ac-
" cept, or receive from any perſon or perſons what-
" ſoever, for the loan of any ſum or ſums of money,
" real or nominal, under the precedency of Fort
" St. George, or in any other part or province in
" India, (excepting only ſuch monies as he or they
" may

PROTEST, ANSWERS.

" may, from time to time, lend on reſpondentia)
" any kind of premium, gratuity, or advantage
" whatſoever, over and above ten per cent. per an-
" num intereſt; ſuch ſervant upon being convicted
" thereof, let his rank or ſtation be what it may,
" is to be forthwith ſuſpended and ſent to Eng-
" land."

Madras Reſolutions in Conſequence of this Order, 1766.

" It is therefore agreed that the Company's ſer-
" vants in general be made acquainted with the 33d
" paragraph of the Company's Letter, and that af-
" ter the 31ſt inſtant, no intereſt higher than ten
" per cent. be received."

Extract of a Letter from the Court of Directors, 17*th* March, 1769.

" The Directors order the ſanction of the Court's
" authority to be given to meaſures to be taken for
" the diſcharge of the Nabob's debt, due to indi-
" viduals.

" We do not mean to condemn thoſe who have
" lent their money to the Nabob.

Extract of Inſtructions to the ſuperintending Commiſ-ſioners, 15*th* September, 1769.

" We fear great miſchief has ariſen from loans
" of money furniſhed by the Company's ſervants to

PROTEST. ANSWERS.

" to the Nabob of Arcot. If the neceſſities of this
" ally, or of any other require aids of this kind, it
" is diſgraceful in the Company's ſervants to take
" undue advantages of theſe circumſtances; and we
" deſire you particularly to inveſtigate the ſource,
" progreſs, and extent of thoſe debts and demands,
" and for the future to prevent all abuſes and injuſ-
" tice in tranſactions of this ſort."

INSTRUCTIONS *to the Superintending Commiſſioners*, 15*th* September, 1769.

" By the 31ſt paragraph of our general inſtructi-
" ons, we directed you to inveſtigate the ſource,
" progreſs, and extent of Mahomed Ally's debt to
" private perſons, to examine if improper advantages
" had been taken of the Nabob's neceſſities, and to
" prevent, as far as poſſible, all abuſes in tranſacti-
" ons of this nature."

Extract of a Letter from the Court of Directors, to the Preſident and Council of FORT ST. GEORGE, *dated the 25th of* March, 1772.

" And if it ſhall appear to you that any perſons
" have preſumed to diſregard our orders of May,
" 1766, you are, as in the caſe of Meſſrs. Smith
" and Monckton, to require them to refund all ſuch
" ſums as they have received for intereſt, contrary
" to our expreſs prohibition.

" But we intend not hereby to weaken the force
" of our orders of May 1766, or thoſe of April

PROTEST. ANSWERS.

" 1771, reſpecting intereſt of money; we do hereby
" confirm them, and peremptorily require, that you
" do not delay the execution of thoſe orders, when-
" ever any of our ſervants, or others, under our
" protection, appear to have acted in oppoſition
" thereto."

Extracts from the Company's general Letter, March, 1772.

From theſe Extracts we learn,

1. That the Order in the year 1714 is virtually revoked by that of the year 1766.

2. That the Order in the year 1766 has been conſidered as the only rule reſpecting the lending money, except the order in 1771, which relates to military officers only.

3. That in 1772, thoſe Orders of 1766 are declared to be in full force.---Theſe Extracts further prove, that the lending money at an intereſt of ten per cent. was allowed of by the Company; and all the Company intended was, not to put a ſtop *to ſuch tranſactions*, but only to remedy *abuſes and extortions in thoſe tranſactions*. Mr. Benfield never has received above ten per cent. for any money lent by him to the Nabob; his loans are therefore conſiſtent both with the letter and ſpirit of the Company's orders.

The Proclamation iſſued by the Governor and Council of Fort St. George, in 1769, is *not* an order of the Company; on the contrary, in the year 1772,

PROTEST. ANSWERS.

the Order of 1766, which is abſolutely inconſiſtent with it, is declared to be the governing rule with regard to loans of money.

The Proclamation aſſumes, as its foundation, the exiſtence of the Order of the year 1714, which it is proved does not exiſt. If the foundation be falſe, the ſuperſtructure muſt fall to the ground. The hiſtory of it is this: It was intended and iſſued for no other purpoſe than to ſerve as a threat to intimidate the private creditors of the Nabob into certain terms which were propoſed to them by the Company: when it had anſwered its purpoſe, it was laid aſide and forgotten, and never underſtood either by the Company, or their ſervants, to be an exiſting Order.

As to Mr. Benfield's letter, which is ſuppoſed to imply an acknowledgment of the illegality of his own loans, the fact is totally miſrepreſented. The perſon who drew the Bill, was not a ſervant of Mr. Benfield's, but one Kiſnajee Pundy, an inhabitant of Tanjore, with whom Mr. Benfield never had but a few very trivial mercantile concerns, and whom he had never ſeen but once in his life. When Mr. B. came to the knowledge of the tranſaction, he refuſed to have any thing to do with it. He did not think it his buſineſs to interfere in political operations, or to ſtop the progreſs of the Company's arms, then actually employed in the ſiege of Tanjore, by advancing money to the Raja. It was not his buſineſs to judge of the Tanjore war. And it was ſurely not his buſineſs to throw any delay in the way of an expedition already commenced, by making loans to the Raja. In this he acted like a dutiful ſervant. The letter itſelf does not ſay one word concerning the

PROTEST.

BECAUSE, We do not conceive that the Reſtraining Act of the 13th of his preſent Majeſty, in any degree interferes with the Orders of the Company for reſtraining their ſervants from lending money to the Country Powers in India.

ANSWERS.

the legality, or the illegality of loans; nor is there a word in it from which Mr. Benfield's opinion upon that ſubject can be inferred, either one way or the other: and (to uſe Governor Johnſtone's expreſſion) what muſt be the perverſion of mens minds, who can thus torture an expreſſion of duty in the end of a letter, to imply a crimination of his own acts? Vide the Letter itſelf, Rous App. 1204.

Having proved already that the Orders ſuppoſed by theſe four Gentlemen to exiſt, in fact do not exiſt, it is immaterial to enquire what would have been the operation of the act of the 13th George III. upon them, ſuppoſing them to have exiſted.

In order, however, to ſatisfy the Proprietors, that the Proteſt is equally ill-founded, when it mentions acts of Parliament, as when it proceeds upon the Orders of the Company, we will ſtate what the act of Parliament really contains, and what conſtruction has been put upon it by the Court of Directors. Sect. 30th enacts,

" That no ſubject of his Majeſty, his heirs and
" ſucceſſors in the *Eaſt-Indies*, ſhall, upon any con-
" tract which ſhall be made from and after the firſt
" day of Auguſt 1774, take directly, or indirectly,
" for the loan of any monies, wares, merchandizes,
" or other commodities whatſoever, above the value
" of 12 pounds for the forbearance for one year."

Extract from the Company's general Letter to FORT ST. GEORGE, *dated the 4th of July*, 1777.

" In addition to our Orders reſpecting money
" tranſactions, we direct that you forthwith cauſe ſo
" much

PROTEST. ANSWERS.

" much of the late act of Parliament of the 13th
" of George the Third, as relates to loans of money
" to be tranſlated into the country language, and
" publiſhed at Fort St. George, and at every ſubor-
" dinate factory and place to which the authority
" and *influence* of the Company extends, if it has
" not been already done, and that you take care, ſo
" far as in you lies, that the letter and ſpirit of the
" regulations therein contained be ſtrictly obſerved
" by every Britiſh ſubject upon the coaſt of Coro-
" mandel. And as the above-mentioned act of
" Parliament permits the 12 per cent. as intereſt for
" money, we hereby revoke ſo much of our Orders
" of the 17th of May, 1766, as reſtrains our ſerv-
" ants from accepting or receiving an higher intereſt
" than 10 per cent."

Extract of a Draft of a Letter from Lord PIGOT *to the* RAJA *of* TANJORE.

" I encloſe you a copy of the act of Parliament,
" and particularly refer you to the paragraph,
" marked *, by which you will ſee what are con-
" ſidered as juſt claims."

Tanjore Papers, Vol. II, P. 358.

After this, ſhall any man tell the Proprietors, that the Orders of May, 1766, are *not* the governing rule, with reſpect to the lending of money in India, or that the act of the 13th of George the Third has no interference with the Company's Orders, reſpecting the lending of money?

BECAUSE, We conſider the reſtoring Mr. Paul

If, as has been proved already, Mr. Benfield has done nothing contrary to the Company's Orders, it is

PROTEST.

Benfield to his rank in the Company's ſervice, will be encouraging your ſervants to lend money to the Country Powers, and which, in our opinion, will be attended with many bad conſequences to our affairs in that country.

We have the honour to be, with great reſpect,

Gentlemen,

Your moſt obedient, and moſt humble ſervants,

HENRY FLETCHER,
JAMES MOFFATT,
ROBERT GREGORY,
J. MANSHIP.

LONDON,
The 18th Dec. 1780.

ANSWERS.

is not eaſy to conceive by what ſpecies of logick the reſtoring him to his Rank, in the ſervice, can be any injury to the Company. The loans, which have been reprobated by the Company, were ſuch as thoſe made by Meſſrs. Smith, Monckton, &c. ſaid to bear an uſurious intereſt of 54 per cent. and likewiſe loans in which many *abuſes* and *extortions* were committed, and *undue advantages taken* of *the Nabob's neceſſities*. This appears from the following extract, from Rous's Appendix, No. 30, page 248. "There "were great delays in the receiving the revenues of "the Company's Jaghire; I enquired the reaſon of "it, when I found Meſſrs. Smith and Monckton, "&c. had lent money to the Amuldars thereof at a "heavy intereſt, had taken bonds alſo from the in-"habitants, and after two or three months had ex-"pired, added intereſt, premium, &c. to the prin-"cipal, and taken freſh bonds for the ſame; by "which calculation of intereſt upon intereſt, &c. it "turns out, annually, to more than 54 per cent. "a great part of the revenues of the Company's "Jaghire go therein."---The Company never meant to reprobate loans made under the ſanction of their own Orders, at the allowed intereſt of 10 per cent. for beneficial public purpoſes. For the purpoſe of paying the Dutch, and for preventing a war in the Carnatic, for paying the prize-money to the troops, for paying the Fort expences, and for advancing the cultivation of the country.

The Proprietors are now in poſſeſſion of the Proteſt, with ſuch anſwers as will enable them to form a judgment of the force of the allegations contained in it, ſuch as will, at leaſt, induce them to ſuſpend their judgment till Mr. Benfield's caſe is more fully laid

laid before them. The whole of Mr. Benfield's loans was a *neceſſary* continuation of his firſt loans, which had been made, *bona fide*, publickly and openly, with the ſanction and approbation of the Government of Madras.

Mr. Benfield never was in any ſituation of power, or authority, in the Company's ſervice: He truſts that the Proprietors will not refuſe reinſtating one who is innocent,---when the Company inflicted no higher puniſhment on *Meſſrs. Smith and Monckton*, charged with receiving 54 per cent. than ordering them to refund all that they had received above 10 per cent.

To the juſtice of the Proprietors he ſubmits himſelf, and their protection he ſolicits, againſt the violent attack made upon him; fully ſatisfied, that the more his conduct is enquired into, the more clearly it will appear, that his loans were of advantage to the Company and their ally, and that, in point of intereſt, he has ſtrictly adhered to the rules of the Company. He ſtands free from all thoſe crimes of peculation and oppreſſion, which are uſually laid to the charge of thoſe who return from the Eaſt. He has never poſſeſſed the means of peculation, or the power of oppreſſion; his courſe in the Eaſt is not mark'd with victory and deſolation; he has followed the more humble, though not leſs uſeful line of extenſive commerce; and the credit he thus acquired was once the happy inſtrument of preventing war. In ſhort, he hopes that the Proprietors will not condemn a ſervant, who is conſcious of an uniform fairneſs in all his tranſactions, through prejudice ariſing from miſrepreſentation.

ADDITIONAL PROTEST.

To the Honourable the COURT *of* DIRECTORS.

East-India-House, 20th Dec. 1780.

GENTLEMEN,

IT appears, that on the 6th of June, 1777, *the Court reſolved Mr. Benfield ſhould be recalled, that his conduct might be enquir- into: and it alſo appears, that on the* 11*th of June,* 1777, *the Court ordered, that the Rajah of Tanjore be requeſted to give explanatory anſwers to certain queſtions ſtated to him for the better information of the Court, concerning Mr. Benfield's tranſactions in the Tanjore country.*

I likewiſe find upon the Records of the Company, that the orders ſent to Fort St. George on the 17*th of May,* 1766, *and on the* 17*th of March,* 1769, *place all*

ANSWERS.

IT is ſingular that men ſhould object to the reſtoration of Mr. Benfield upon grounds ſo totally inconſiſtent with one another, as the grounds of Mr. Smith's Proteſt are to thoſe of the one we have already taken notice of.

Meſſrs. Gregory, Moffatt, Fletcher, and Manſhip, tell the Proprietors that the Orders of the Company of 1714, prohibiting all loans to Country Powers are in full force. Mr. Smith, however, ſees the abſurdity of ſuch a ſuppoſition, and contends that the Orders of 1766 are the governing rule with reſpect to lending money and regulating of intereſt. But Mr. Smith has ſurely not attended to the Orders in 1769 with the ſame accuracy with which he has attended to the Orders of 1766 relating to loans, otherwiſe he never could have ſuppoſed that the clauſe in thoſe Orders, which requires a renunciation on the part of the creditors, of all authority given by the Nabob for collecting revenues for the payment of debts due to individuals, has any thing to do with the claims of Mr. Benfield.

Thoſe Orders were iſſued merely for a temporary purpoſe on a temporary exigency; ſeveral Members of the Council having the authority of government in their hands, had acquired a ſecurity from the Nabob, by virtue of which they claimed, that their private debts ſhould have a priority in payment over the debts due to the Company. The Directors would not permit ſo flagrant a breach of truſt, as that their Governor and Council ſhould make uſe of the very power they were veſted with, in order to benefit themſelves at the expence of the Company. They therefore inſiſted that this ſecurity ſhould be

Vide Rous's Appen. No, XXX. P. 17.

PROTEST.

loans made by the ſervants of the Company to the Nabob, his Miniſters, or others, under certain reſtrictions, both with reſpect to intereſt and recovery; limiting intereſt to 10 *per cent. and requiring a renunciation on the part of the creditors, of all authority given by the Nabob for the collecting revenues for the payment of debts to individuals, and to take an account of the riſe, progreſs, and extent of the debts at that time ſubſiſting, and to ſee they were not charged with more than* 10 *per cent. intereſt.*

It is from theſe ſeveral orders and reſolutions that I find myſelf under the neceſſity of recording my diſſent to Mr. Benfield's reſtoration.

Firſt, BECAUSE although it appears from the Records of the Company,

ANSWERS.

given up for the benefit of the Company. Not a ſyllable in thoſe Orders can imply a prohibition of all ſecurities to be in future granted to the Nabob. The only part of the Orders of the 17th of March, 1769, which can be ſuppoſed to relate to Mr. Benfield's claims, and which is a regulation to take effect in future, is the Order,

" To examine the debts ſeparately, and ſee that " they are charged with no higher an intereſt than " 10 per cent. from the day of the receipt of our " Orders in May, 1766."

Letter 17th March, 1769. Rous's Appen. No. XXX. P. 18. Ibid.

And another paragraph, where it is ordered, " that the ſanction of the Company's authority be " given to the meaſures to be taken for the recovery " of the debts due to individuals."

How then can Mr. Smith infer from thoſe Orders that he is put under the neceſſity of recording his diſſent? Mr. Benfield has not made uſe of the Company's authority to gain an advantage to himſelf. He claims no priority in payment to the Company; he has no interference with the Company; the Orders of 1766 and 1769, therefore protect the claims of Mr. Benfield; and yet thoſe are the very Orders which oblige Mr. Smith to diſſent.

Mr. Benfield did not lend money to the inhabitants of Tanjore. Mr. Benfield advanced money to Ameer-ul-Omrah, as Naib, or Manager of Tanjore, and

PROTEST.

that between the latter end of 1773, *and the beginning of* 1775, *Mr. Benfield was embarked in very conſiderable money tranſactions with the Nabob of Arcot, or his ſon, Amdeer-ul-Omrah, or the inhabitants of Tanjore, to the amount of* 12 *lacks of pagodas, or near* 500,000*l. yet to my apprehenſion, no proper ſteps have been taken to ſee that thoſe loans had been conducted conformable to the Orders of* 1766.

ANSWERS.

and repreſentative of his father the Nabob, who lent it to the inhabitants for the purpoſe of cultivation. Mr. Benfield took the Naib's bonds, who remained his debtor. The Naib aſſigned to Mr. B. the bonds of individuals, by way of collateral ſecurity *only*. But according to Mr. Smith's *apprehenſions*, proper ſteps have not been taken to ſee if thoſe loans are conformable to the Orders of 1766. It is difficult to ſay what Mr. Smith's *apprehenſions of proper ſteps* may be; for the neglect of which, he thus charges the Directors. The Directors have had before them all the papers whatever relating to loans; all the Proceedings of the Council of Madras upon the ſubject of Mr. Benfield's loans; and alſo the Report of the Committee of Correſpondence upon the ſubject. Thoſe various papers contain the ſums lent by Mr. Benfield; the occaſions upon which they were advanced; the ſecurities granted by the Nabob; the ſums received from thoſe ſecurities, and Mr. Benfield has declared the intereſt he was to receive, was only 10 per cent. It is not eaſy to conceive what further information can poſſibly be given upon the ſubject.

Secondly, BECAUSE it ſeems to me that ſufficient enquiry has not been made into the conduct of Mr. Benfield as a ſervant of the Company, in taking upon him to collect the revenues of a country or diſtrict under the Nabob's authority, for the

There is a great deal of propriety in the language made uſe of by Mr. Smith in this ſecond Reaſon of his diſſent. He ſays, that Mr. Benfield's conduct is in *appearance* contrary to the ſpirit of the Orders of 1769. Mr. Smith knows, that in truth, and in fact, Mr. B.'s conduct is not contrary to the ſpirit of thoſe Orders. The Orders, 1769, condemn the Governor and Council for having preferred their private intereſt to their public duty, and oblige them to give up a ſecurity they had obtained by this breach of truſt. Mr. Smith ſees that the ſpirit of

PROTEST.

payment of individuals; a meaſure to all appearance contrary to the ſpirit of the Orders of 1769.

Thirdly, BECAUSE there does not appear to me that ſufficient conſideration has been paid to the Rajah of Tonjore's replies to the queſtions put to him by an Order of Court, in the year 1777.

ANSWERS.

thoſe Orders, if it can apply at all to the caſe of Mr. Benfield, can do it *in appearance only*; and moſt men would have thought, that even in *appearance*, thoſe Orders did not apply to his caſe.

It is difficult to ſay what conſideration the Court of Directors paid to the Raja of Tanjore's letter; but if they paid any degree of conſideration to it at all, it was a great deal more than ſuch a letter deſerved. In one part of the letter from the Court of Directors to the Raja, he is deſired "To ſtate all the circum-"ſtances of the tranſaction relating to Mr. Ben-"field's Tunkaws, or ſecurities, that we may be "enabled to judge whether they are contrary to the "Orders of the Company." To this he returns the following anſwer: "The Raja conceives the tran-"ſaction in itſelf to be contrary to the Orders of the "Company; and adds, that the Company's Orders "have been broke through in many inſtances. But "this queſtion is ſo general, that he can only give "a general anſwer." Can any one find fault with a Court of Directors for not paying attention to a letter of this ſort? The Court of Directors demand a ſtate of facts. The Raja never pretends to advance a ſingle fact, (probably becauſe he, or thoſe about him, knew that the facts to be produced muſt have been favourable to Mr. Benfield,) he proceeds to deliver his opinion upon the Orders of the Company, and to tell the Directors of the Eaſt-India Company what their own Orders are. Is it poſſible to beſtow any conſideration on ſuch a letter? Or is Mr. Smith ſerious, when he gives it as a reaſon why he diſſents from the deciſion of the Court of Directors in favour of

Vide letter from the Court of Directors to the Rajah, 11th of June, 1777.

PROTEST.

ANSWERS.

of Mr. Benfield, that the Court of Directors have not paid ſufficient attention to the letters of the Raja of Tanjore; who, from his ſituation, could not poſſibly know any thing about the matter?

Fourthly, and laſtly, BECAUSE, after it had been reſolved on the 6th inſtant, that the Report of the Committee of Correſpondence of the 28th of November laſt, relating to Mr. Paul Benfield being permitted to return to his ſtation at Fort St. George, be poſtponed, until he lays before this Court the nature and amount of his demands on the Nabob of Arcot and other Country Powers; how ſuch demands aroſe, and what intereſt he is to receive on the ſame; Nevertheleſs, the Court did, on the 14th inſtant, proceed to reinſtate Mr. Benfield before any regular account, conformable to the Reſolution of the 6th of this month, had been laid before the Court.

(Signed)

NATHANIEL SMITH.

The only anſwer that can be given to this, is a denial of the fact. When the Court of Directors applied to Mr. Benfield in conſequence of their Order of the 6th inſtant, Mr. Benfield tranſmitted them an account of his claims, and how his demands aroſe, and informed them what was the intereſt he was to receive.

Vide Mr. Benfield's letter to the Court of Directors, of the 13th of Dec. 1780.

Upon the whole, it is requeſted that the Proprietors will obſerve, that there is not one ſingle inſtance, upon the proceedings of the Preſidency of Fort St. George, wherein Mr. Benfield is accuſed of any unfair dealings, in his loans, during all the diſcuſſions concerning thoſe loans. That ſo far from being guilty of ſuch practices, as his enemies ſuggeſt, there is not the leaſt proof on the Records of the Company, until a letter, written by Mr. Dalrymple from Alexandria, on the 19th of January, 1777, made its appearance, in which letter he relates, upon mere *hearſay*, a ſtory relative to Mr. Benfield, which, in every circumſtance of it, is FALSE.